

BILL NO. **99-56**

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

AS AMENDED

BILL NO. 99-56 (As Amended)

Introduced by Council President Hirsch at the request of the County Executive

Legislative Day No. 99-27 Date October 12, 1999

AN ACT approving and providing for a multi-year Agreement of Sale by Harford County, Maryland to acquire the real property and improvements thereon known as 2213 Old Emmorton Road and containing 3.976 acres of land located in the First Election District of Harford County, Maryland from Harford County Tennis Barn LLC, or any other owner thereof, for a maximum purchase price of \$2,400,000; providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement of Sale under certain circumstances; and providing for and determining various matters in connection therewith.

By the Council, October 12, 1999

Introduced, read first time, ordered posted and public hearing scheduled

on: November 9, 1999

at: 7:15 p.m.

By Order: James E. Massey, Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on Nov. 9, 1999, and concluded on, Nov. 9, 1999.

James E. Massey, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

99-56
BILL NO. _____

AS AMENDED

RECITALS

In accordance with the provisions of Section 524 of the Charter of Harford County (the "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the "County"), the Budget for fiscal year 2000, Bill No. 99-12, as amended (the "Budget Ordinance"), includes projects permitting the County to acquire real estate located within the County for utilization by the Department of Parks and Recreation, which Budget Ordinance was adopted by the County Council of Harford County, Maryland (the "County Council") as part of the Budget Ordinance, in accordance with the Charter.

Section 520 of the Charter provides that "any contract, lease or other obligation in excess of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a later fiscal year shall be authorized by legislative act, and Section 524 of the Charter provides that all County indebtedness for a term in excess of one year shall be on a serial maturity plan providing for the maturity of the series in "consecutive annual installments, no one of which shall be less than fifty percent of the amount of any other installment of the series."

The County has determined to enter into an Agreement of Sale (the "Agreement of Sale") with Harford County Tennis Barn LLC or any other person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such Agreement of Sale (the "Seller"), in order to acquire approximately 3.976 acres, more or less, of land located on Old Emmorton Road in Harford County, Maryland for an aggregate purchase price not in excess of \$2,400,000, plus interest thereon, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE,

Section 1. Be It Enacted by the County Council of Harford County, Maryland, That

(a) The County shall enter into an Agreement of Sale with Harford County Tennis Barn LLC or any person who is or becomes the owner of all or any portion of the Land (hereinafter

1 defined) prior to the execution and delivery of the Agreement of Sale, in order to acquire
2 approximately 3.976 acres of land, more or less, located on Old Emmorton Road in Harford County,
3 Maryland (the "Land"), for an aggregate purchase price not in excess of \$2,400,000 (the "Purchase
4 Price");

5 (b) The Agreement of Sale is attached hereto as Exhibit A and made a part hereof,
6 and in such form the Agreement of Sale is hereby approved as to form and content. The Agreement
7 of Sale shall be dated as of the date of its execution and delivery by the County and the Seller (the
8 "Closing Date");

9 (c) A portion of the Purchase Price, in the amount determined as hereinafter
10 provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be paid
11 to the Seller in each year (not more frequently than semi-annually) thereafter to and including a date
12 not more than 5 years after the Closing Date. The dates on which each such installment is payable
13 shall be determined by the County Executive and the Treasurer and shall be inserted in the form of
14 the Agreement of Sale attached hereto as Exhibit A;

15 (d) The County's obligation to make payments of the Purchase Price under the
16 Agreement of Sale is and shall be a general obligation of the County and is and shall be made upon
17 its full faith and credit.

18 Section 2. And Be It Further Enacted that it is hereby found and determined that:

19 (a) The acquisition of the Land as set forth in Section 1 of this Act and in the
20 form of the Agreement of Sale attached hereto as Exhibit A is in the best interests of the County;

21 (b) The Agreement of Sale is a contract providing for the payment of funds at a
22 time beyond the fiscal year in which it is made and requires the payment of funds from
23 appropriations of later fiscal years;

(c) Funds for the payment of the Purchase Price under the Agreement of Sale are included in the Budget Ordinance, as amended;

(d) The County shall acquire the Land;

(e) The Purchase Price is within the legal limitation on the indebtedness of the County as set forth in Article 25A, §5(P) of the Annotated Code of Maryland;

(f) The cost of acquiring the Land is equal to the Purchase Price;

(g) The only practical way to acquire the Land is by private negotiated agreement between the County and the Seller.

Section 3. And Be It Further Enacted that the Agreement of Sale shall be signed by the County Executive of the County by his manual signature, and the Agreement of Sale shall bear the corporate seal of the County, attested by the manual signature of the Director of Administration of the County.

In the event that any officer whose signature shall appear on the Agreement of Sale shall cease to be such officer before the delivery of the Agreement of Sale, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 4. And Be It Further Enacted that the County Executive and the Treasurer are hereby authorized, prior to execution and delivery of the Agreement of Sale, to make such changes or modifications in the form of the Agreement of Sale attached hereto as Exhibit A as may be required or deemed appropriate by them in order to accomplish the purpose of the transaction (including, but not limited to, determining the portion of the Purchase Price to be paid in cash on the Closing Date and establishment of interest and principal payment dates in each year that the Agreement of Sale is outstanding) authorized by this Act; provided that such changes shall be within the scope of the transaction authorized by this Act and the execution of the Agreement of Sale by the County Executive shall be conclusive evidence of the approval by the County Executive of all changes or modifications in the form of the Agreement of Sale and shall thereupon become binding upon the

1 County in accordance with its terms, as authorized by Section 524 of the Charter and the Authorizing
2 Act (collectively, the "Enabling Legislation"), and as provided for in this Act.

3 Section 5. And Be It Further Enacted that the County Executive, the Director of Administration,
4 the Treasurer of the County and other officials of the County are hereby authorized and empowered
5 to do all such acts and things and to execute, acknowledge, seal and deliver such documents
6 ~~(including a Tax Certificate and Compliance Agreement)~~ and certificates as the County Executive
7 may determine to be necessary to carry out and comply with the provisions of this Act subject to the
8 limitations set forth in the Enabling Legislation and any limitations set forth in this Act.

9 Section 6. And Be It Further Enacted that the Treasurer of the County is hereby designated and
10 appointed as registrar and paying agent for the Agreement of Sale (the "Registrar"). The Registrar
11 shall maintain, or cause to be maintained, books of the County for the registration and transfer of
12 ownership of the Agreement of Sale. In addition, the County may, from time to time, designate and
13 appoint the Department of the Treasury of the County, any officer or employee of the County or one
14 or more banks, trust companies, corporations or other financial institutions to act as a substitute or
15 alternate registrar or paying agent for the Agreement of Sale, and any such substitute or alternate
16 shall be deemed to be the Registrar or an alternate Registrar for all purposes specified in the
17 resolution appointing such substitute or alternate. Any such appointment shall be made by the
18 County Council by resolution and the exercise of such power of appointment, no matter how often,
19 shall not be an exhaustion thereof.

20 Section 7. And Be It Further Enacted that for the purpose of paying the installments of the
21 Purchase Price when due and payable and the interest on the unpaid portion of the Purchase Price
22 when due and payable, there is hereby levied, and there shall hereafter be levied in each fiscal year
23 that any portion of the Purchase Price payable under the Agreement of Sale remains outstanding, *ad*
24 *valorem* taxes on real and tangible personal property and intangible property subject to taxation by

1 the County, without limitation of rate or amount, and, in addition, upon such other intangible
 2 property as may be subject to taxation by the County within limitations prescribed by law, in an
 3 amount sufficient, together with the portion of the transfer tax imposed on transfers of real property
 4 in Harford County which is dedicated to agricultural land preservation and other available funds, to
 5 pay any installment of the Purchase Price under the Agreement of Sale maturing during the
 6 succeeding year and to pay the annual interest on the outstanding balance of the Purchase Price until
 7 all of the Purchase Price under the Agreement of Sale and such interest have been paid in full; and
 8 the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged
 9 to the punctual payment of the Purchase Price under the Agreement of Sale and the interest on the
 10 unpaid balance of the Purchase Price as and when the same respectively become due and payable.
 11 Section 8. And Be It Further Enacted that this Act shall take effect 60 calendar days from the
 12 date it becomes law.

EFFECTIVE: January 17, 2000

*The Council Administrator does hereby certify that
 fifteen (15) copies of this Bill are immediately available for
 distribution to the public and the press.*

 Council Administrator

Brief Title) Agreement of Sale - Tennis Barn

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

ENROLLED

James E. Massey &
Council Administrator

[Signature]
President of the Council

Date 11-9-99Date 11-9-99

BY THE COUNCIL

Read the third time.

Passed: LSD 99-30 (November 9, 1999)

Failed of Passage: _____

By Order

James E. Massey &
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 10th day of November, 1999 at 3:00 p. m.



James E. Massey &
Council Administrator

BY THE EXECUTIVE

James M. Harbini
COUNTY EXECUTIVE

APPROVED: Date 11-16-99

BY THE COUNCIL

This Bill (No. 99-56, as amended), having been approved by the Executive and returned to the Council, becomes law on November 16, 1999.

James E. Massey &
Council Administrator

EFFECTIVE DATE: January 17, 2000